

EXHIBIT 3

**AMENDED AND RESTATED RMBS TRUST SETTLEMENT AGREEMENT WITH
THE TALCOTT FRANKLIN GROUP**

AMENDED AND RESTATED RMBS TRUST SETTLEMENT AGREEMENT

This Amended and Restated RMBS Trust Settlement Agreement is entered into as of August 15, 2012, by and between Residential Capital, LLC and its direct and indirect subsidiaries (collectively, “ResCap” or the “Debtors”), on the one hand, and the Institutional Investors (as defined below), on the other hand (the “Settlement Agreement”), and amends and restates in its entirety the RMBS Trust Settlement Agreement entered into as of May 13, 2012, by and between ResCap, on the one hand, and the Institutional Investors, on the other hand. Each of ResCap and the Institutional Investors may be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, certain ResCap entities were the Seller, Depositor, Servicer and/or Master Servicer for the securitizations identified on the attached Exhibit A (the “Settlement Trusts”);

WHEREAS, certain ResCap entities are parties to certain applicable Pooling and Servicing Agreements, Assignment and Assumption Agreements, Indentures, Mortgage Loan Purchase Agreements and/or other agreements governing the Settlement Trusts (the “Governing Agreements”), and certain ResCap entities have, at times, acted as Master Servicer and/or Servicer for the Settlement Trusts pursuant to certain of the Governing Agreements;

WHEREAS, pursuant to the Governing Agreements, certain ResCap entities have contributed or sold loans into the Settlement Trusts (the “Mortgage Loans”);

WHEREAS, the Institutional Investors have alleged that certain loans held by the Settlement Trusts were originally contributed in breach of representations and warranties contained in the Governing Agreements, allowing the Investors in such Settlement Trusts to seek to compel the trustee or indenture trustee (each, a “Trustee”) to take certain actions with respect to those loans, and further have asserted past and continuing covenant breaches and defaults by various ResCap entities under the Governing Agreements;

WHEREAS, the Institutional Investors have indicated their intent under the Governing Agreements for each Settlement Trust in which the Institutional Investors collectively hold or are authorized investment managers for holders of at least 25% of a particular tranche of the Securities (as defined below) held by such Settlement Trust either to seek action by the Trustee for such Settlement Trust or to pursue claims, including but not limited to claims to compel ResCap to cure the alleged breaches of representations and warranties, and ResCap disputes such claims and allegations of breach and waives no rights, and preserves all of its defenses, with respect to such allegations and putative cure requirements;

WHEREAS, the Institutional Investors are jointly represented by Talcott Franklin P.C. (“Talcott Franklin”); Miller, Johnson, Snell & Cummiskey, P.L.C. (“Miller Johnson”); and Carter Ledyard & Milburn LLP (“Carter Ledyard”) and have, through counsel, engaged in arm’s length settlement negotiations with ResCap that included the exchange of confidential materials;

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WHEREAS, ResCap filed petitions for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”);

WHEREAS, ResCap and the Institutional Investors have reached agreement concerning all claims of the Settlement Trusts under the Governing Agreements; and

WHEREAS, the Parties therefore enter into this Settlement Agreement to set forth their mutual understandings and agreements for terms for resolving the disputes regarding the Governing Agreements:

AGREEMENT

NOW, THEREFORE, after good faith, arm’s length negotiations without collusion, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms:

ARTICLE I. DEFINITIONS.

As used in this Settlement Agreement, in addition to the terms otherwise defined herein, the following terms shall have the meanings set forth below (the definitions to be applicable to both the singular and the plural forms of each term defined if both forms of such term are used in this Settlement Agreement). Any capitalized terms not defined in this Settlement Agreement shall have the definition given to them in the Governing Agreements.

Section 1.01 “Bankruptcy Code” shall mean title 11 of the United States Code.

Section 1.02 “Covered Trusts” means the Settlement Trusts listed in Exhibit D hereto and any other Settlement Trusts for which the Institutional Investors in the aggregate hold, and/or are authorized investment managers for holders of, 25% or more of the voting rights in one or more classes of notes, bonds and/or certificates backed by mortgage loans held by the Trusts.

Section 1.03 “Depositor Entity” means, for each individual Settlement Trust, the entity from the following list that the Governing Agreements define as the “Company” for that Settlement Trust, including but not limited to: Residential Funding Mortgage Securities I, Inc., Residential Funding Mortgage Securities II, Inc., Residential Asset Securities Corp., Residential Accredited Loans, Inc., and Residential Asset Mortgage Products, Inc.

Section 1.04 “Direction” shall mean the direction by the Institutional Investors, to the extent permitted by the Governing Agreements, directing any Trustee to take or refrain from taking any action; *provided, however*, that in no event shall the Institutional Investors be required to provide a Trustee with any security or indemnity for action or inaction taken at the direction of the Institutional Investors and the Institutional Investors shall not be required to directly or indirectly incur any costs, fees, or expenses to compel any action or inaction by a Trustee, except that the Institutional Investors shall continue to retain contingency counsel.

Section 1.05 “Effective Date” shall have the meaning ascribed in Section 2.01.

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Section 1.06 “Governmental Authority” shall mean any United States or foreign government, any state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to the foregoing, or any other authority, agency, department, board, commission, or instrumentality of the United States, any State of the United States or any political subdivision thereof or any foreign jurisdiction, and any court, tribunal, or arbitrator(s) of competent jurisdiction, and any United States or foreign governmental or non-governmental self-regulatory organization, agency, or authority (including the New York Stock Exchange, Nasdaq, and the Financial Industry Regulatory Authority).

Section 1.07 “Institutional Investors” shall mean the authorized investment managers and Investors identified in the attached signature pages.

Section 1.08 “Investors” shall mean all certificateholders, bondholders and noteholders in the Settlement Trusts, and their successors in interest, assigns, pledgees, and/or transferees.

Section 1.09 “Net Losses” means, with respect to any Settlement Trust, the amount of net losses for such Settlement Trust that have been or are estimated to be borne by that trust from its inception date to its expected date of termination, as determined by the Expert (as defined in Exhibit B) in accordance with the methodology described in Exhibit B. For the avoidance of doubt, a loss on a mortgage loan that has been reimbursed or indemnified by reason of applicable policies of mortgage or bond insurance shall be considered a loss on a mortgage loan and included within the calculation of “Net Losses.”

Section 1.10 “Person” shall mean any individual, corporation, company, partnership, limited liability company, joint venture, association, trust, or other entity, including a Governmental Authority.

Section 1.11 “Petition Date” means the date on which ResCap files petitions under chapter 11 of the Bankruptcy Code.

Section 1.12 “Plan” shall mean a chapter 11 plan of reorganization for the Debtors.

Section 1.13 “Purchaser” means Nationstar Mortgage LLC or any other successful bidder for any or all of the Debtors’ mortgage loan origination and servicing platform.

Section 1.14 “Scheduling Order” shall mean the Revised Joint Omnibus Scheduling Order and Provisions for Other Relief Regarding (I) Debtors’ Motion Pursuant to Fed. R. Bankr. P. 9019 for Approval of RMBS Trust Settlement Agreements, and (II) the Trustees’ Limited Objection to the Sale Motion, entered by the Bankruptcy Court on July 31, 2012.

Section 1.15 “Securities” shall mean securities, notes, bonds, certificates, and/or other instruments backed by mortgage loans held by Settlement Trusts.

Section 1.16 “Seller Entity” means, for each Settlement Trust, the entity from the following list that the Governing Agreements define as the “Seller” for that Trust, including but

not limited to: Residential Funding Company LLC (f/k/a Residential Funding Corporation) and GMAC Mortgage LLC (f/k/a GMAC Mortgage Corporation).

ARTICLE II. SETTLEMENT PROCESS.

Section 2.01 Effective Date. This Settlement Agreement shall be effective immediately except as to the granting of allowed claims to the Accepting Trusts (as defined below in Section 5.01) and the releases set forth herein. The claims allowance and releases shall only be effective, with respect to a specific Accepting Trust on the date on which a Trustee accepts the settlement with respect to such Settlement Trust (the “Effective Date”). However, for the sake of clarity, the Debtors’ obligations hereunder are subject to the approval of this Settlement Agreement by the Court.

Section 2.02 Bankruptcy Court Approval. The Debtors (a) orally presented this Settlement Agreement in court on the Petition Date, including the agreed amount of the Total Allowed Claim (as defined below in Section 5.01), and (b) shall comply with the schedule for the approval of this Settlement Agreement set forth in the Scheduling Order. The Trustee for each Settlement Trust may accept the offer of a compromise contemplated by this Settlement Agreement on behalf of such Settlement Trust, within the time set forth in the Scheduling Order, by a writing substantially in the form of acceptance included in the proposed order for approval of this Settlement Agreement to be submitted to the Bankruptcy Court.

Section 2.03 Standing. The Debtors agree that the Institutional Investors are parties in interest in the chapter 11 cases of ResCap for the purposes of enforcing rights and complying with obligations under this Settlement Agreement. The Parties further agree that they will not oppose any effort of the Institutional Investors or any other Investor(s) in seeking status as a party in interest in the Chapter 11 Cases.

ARTICLE III. REPRESENTATIONS AND WARRANTIES.

Section 3.01 Holdings and Authority. As of August 15, 2012, lead counsel to the Institutional Investors, Talcott Franklin, has represented to ResCap that the Institutional Investors hold Securities representing in aggregate 25% of the voting rights in one or more classes of the Securities issued by each of the Settlement Trusts identified on the attached Exhibit D. Each Institutional Investor represents that (i) it has the authority to take the actions contemplated by this Settlement Agreement, to the extent that it has the authority with respect to any other entities, account holders, or accounts for which or on behalf of which it is signing this Settlement Agreement, and (ii) it holds, or is the authorized investment manager for the holders of, the Securities listed in Exhibit D hereto, in the respective amounts set forth therein by CUSIP number, that such schedule was accurate as of the date set forth for the respective institution, and that since the date set forth for the Institutional Investor, the Institutional Investor has not, in the aggregate, materially decreased the Institutional Investor’s holdings in the Securities. The Parties agree that the aggregate amounts of Securities collectively held by the Institutional Investors for each Settlement Trust may be disclosed publicly, but that the individual holdings of the Institutional Investors shall remain confidential, subject to review only by ResCap, the Bankruptcy Court, the Office of the United States Trustee, the Trustees, and the official committee of unsecured creditors appointed in the Chapter 11 Cases.

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Section 3.02 Holdings Retention. As of August 15, 2012, the Institutional Investors hold Securities representing in aggregate 25% of the voting rights in one or more classes of the Securities issued by each of the Settlement Trusts identified on the attached Exhibit D. The Institutional Investors, collectively, shall maintain holdings aggregating 25% of the voting rights in one or more classes of Securities of not less than 80% of the Covered Trusts (“Requisite Holdings”) until the earliest of: (i) confirmation of a plan of reorganization, (ii) December 31, 2012, (iii) a Consenting Claimant Termination Event, or (iv) a Debtor Termination Event (as the terms in subsections (iii) and (iv) were defined in the plan support agreement agreed to by the Parties); *provided, however*, that any reduction in Requisite Holdings caused by exclusion of one or more trusts due to the exercise of voting rights by a third party guarantor or financial guaranty provider, shall not be considered in determining whether the Requisite Holdings threshold has been met. If the Requisite Holdings are not maintained, ResCap shall have the right to terminate the Settlement Agreement, but ResCap shall not terminate the Settlement Agreement before it has conferred in good faith with the Institutional Investors concerning whether termination is warranted. For the avoidance of doubt, other than as set forth above, this Settlement Agreement shall not restrict the right of any Institutional Investor to sell or exchange any Securities issued by a Settlement Trust free and clear of any encumbrance. The Institutional Investors will not sell any of the Securities for the purpose of avoiding their obligations under this Settlement Agreement, and each Institutional Investor commits to maintain at least one position in one of the Securities in one of the Settlement Trusts until the earliest of the dates set forth above. If the Debtor reaches a similar agreement to this with another bondholder group, the Debtor will include a substantially similar proportionate holdings requirement in that agreement as contained herein.

ARTICLE IV. DIRECTION TO TRUSTEES AND INDENTURE TRUSTEES.

Section 4.01 Direction to Trustees and Indenture Trustees. The relevant Institutional Investors for each Settlement Trust shall, by the time of the filing of a motion to approve this Settlement Agreement, provide the relevant Trustee with Direction to accept the settlement and compromises set forth herein. The Institutional Investors hereby agree to confer in good faith with ResCap as to any further or other Direction that may be reasonably necessary to effectuate the settlement contemplated herein, including filing motions and pleadings with the Bankruptcy Court and making statements in open court in support of the Debtors’ restructuring.

Section 4.02 No Inconsistent Directions. Except for providing Directions in accordance with Section 4.01, the Institutional Investors agree that (i) between the date hereof and the Effective Date, with respect to the Securities issued by the Settlement Trusts, they will not, individually or collectively, direct, vote for, or take any other action that they may have the right or the option to take under the Governing Agreements or to join with any other Investors or the Trustee of any note, bond or other security issued by the Settlement Trusts, to cause the Trustees to enforce (or seek derivatively to enforce) any representations and warranties regarding the Mortgage Loans or the servicing of the Mortgage Loans, and (ii) to the extent that any of the Institutional Investors have already taken any such action, the applicable Institutional Investor will promptly rescind or terminate such action. Nothing in the foregoing shall restrict the ability of the Institutional Investors to demand that any Investor who seeks to direct the Trustee for a Settlement Trust post any indemnity or bond required by the Governing Agreements for the applicable Settlement Trust.

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Section 4.03 Amendments to Governing Agreements Regarding Financing of Advances. The Institutional Investors agree to use commercially reasonable efforts (which shall not require the giving of any indemnity or other payment obligation or expenditure of out-of-pocket funds) to negotiate any request by the Debtors or the Trustees for any Settlement Trusts with respect to which the servicing rights are being assumed and assigned to the Purchaser, and if any Trustee shall require a vote of the certificate or note holders with respect thereto, shall vote in favor of (to the extent agreement is reached) any amendment to the relevant Governing Agreements and related documents requested by the Debtors in order to permit "Advances" (as it or any similar term may be defined in the Governing Agreements) to be financeable and to make such other amendments thereto as may be reasonably requested by the Debtors in accordance with any agreement to acquire all or substantially all of the Debtors' servicing assets, so long as such changes would not cause material financial detriment to the Settlement Trusts, their respective trustees, certificate or note holders, or the Institutional Investors.

ARTICLE V. ALLOWANCE OF CLAIM.

Section 5.01 The Allowed Claim. ResCap hereby makes an irrevocable offer to settle, expiring at 5:00 p.m. prevailing New York time on the date that is set forth in the Scheduling Order, with each of the Settlement Trusts (the Settlement Trusts that timely agree to the terms of this Settlement Agreement being the "Accepting Trusts"). In consideration for such agreement, ResCap will provide a general unsecured claim of \$8,700,000,000 in the aggregate against the Seller Entities and the Depositor Entities (as the Depositor Entities are jointly liable for such claim), and which claim is subject to the HoldCo Election (as defined below) right (the "Total Allowed Claim"), all of which shall be allocated and implemented as provided in Section 6.01. For the avoidance of doubt, the Total Allowed Claim shall be allocated among the Accepting Trusts, subject to the provisions of this Settlement Agreement. Subject to the provisions of this Settlement Agreement, the Accepting Trusts shall be allowed an aggregate claim in an amount calculated as set forth below (such claim, including any claim provided pursuant to the HoldCo Election, the "Allowed Claim"), which aggregate claim shall be allocated to each Accepting Trust pursuant to Article VI herein. The amount of the Allowed Claim shall equal (i) \$8,700,000,000, less (ii) \$8,700,000,000 multiplied by the percentage represented by (a) the total dollar amount of original principal balance for the Settlement Trusts not accepting the offer outlined above, divided by (b) the total dollar amount of original principal balance for all Settlement Trusts.

Section 5.02 Waiver of Setoff and Recoupment. By accepting the offer to settle contained in Section 5.01, each Accepting Trust irrevocably waives any right to setoff and/or recoupment such Accepting Trust may have against ResCap, subject to the exclusions set forth in Section 8.06 of this agreement.

ARTICLE VI. ALLOCATION OF ALLOWED CLAIM.

Section 6.01 The Allocation of the Allowed Claim. Each Accepting Trust shall, subject to the HoldCo Election, be allocated a share of the Allowed Claim against its Seller Entity (each, an "Allocated Seller Claim") and its Depositor Entity (each, an "Allocated Depositor Claim") and each Allocated Depositor Claim together with the Allocated Seller Claim as to a particular

Accepting Trust, subject to the HoldCo Election, an “Allocated Claim”), calculated as set forth on Exhibit B hereto.

Section 6.02 HoldCo Election. At any time prior to confirmation of a chapter 11 plan in the Chapter 11 Cases, each Accepting Trust shall have the option to, by written notice to the Debtors, make one or more elections (each, a “HoldCo Election”), with respect to all or any portion of the amount of each Accepting Trust’s Allocated Claim (subject to an aggregate cap equal to 20% of such Accepting Trust’s Allocated Claim), to receive in lieu of such elected portion a general unsecured claim against Residential Capital, LLC (“HoldCo”). For each Accepting Trust as to which a HoldCo Election is made, such Accepting Trust shall have an allowed claim against HoldCo in the amount of the HoldCo Election(s) so made (subject to the aggregate cap described above) (the “Allowed Holdco Claim”) and the amount of the Allocated Seller Claim and Allocated Depositor Claim of that Accepting Trust shall be reduced by the amount of such Trust’s Allowed HoldCo Claim.

Section 6.03 In the event the Bankruptcy Court does not approve the Allowed Claim as to a particular Seller Entity, Depositor Entity, or the HoldCo, after giving effect to the HoldCo Election, the settlement shall remain in full force with respect to any other Seller Entity, Depositor Entity, or HoldCo (pursuant to the HoldCo Election), as applicable; *provided, however,* that if the Allowed Claim in the amounts proposed herein is not approved as to any of the Seller Entities, Depositor Entities, or HoldCo (pursuant to the HoldCo Election), the Institutional Investors shall have the right to terminate this Settlement Agreement upon written notice to the Debtors; *provided, further,* that in the event that the Bankruptcy Court does not approve the Allowed Claim as to a particular Seller Entity, Depositor Entity, or HoldCo (pursuant to the HoldCo Election), that particular Seller Entity, Depositor Entity, or, in the case of disapproval of the HoldCo Election, HoldCo shall not receive any release, waiver, or discharge of any Released Claims pursuant to Article VII.

Section 6.04 Legal Fees.

- (a) ResCap and the Institutional Investors agree that Talcott Franklin, Miller Johnson, and Carter Leydard shall, on the Effective Date, be allocated legal fees as follows, as an integrated and nonseverable part of this Settlement Agreement. First, Talcott Franklin, Miller Johnson, and Carter Leydard, as counsel to the Institutional Investors, shall be allocated by ResCap without conveyance to the Trustees the percentages of the Allowed Claim set forth on the fee schedule attached hereto as Exhibit C, without requirement of submitting any form of estate retention or fee application, for their work relating to these cases and the settlement. Second, the Debtors and Institutional Investors may further agree at any time, that the Debtors may pay Talcott Franklin, Miller Johnson, and Carter Leydard in cash, in an amount that Talcott Franklin, Miller Johnson, and Carter Leydard respectively agree is equal to the cash value of their respective portions of the Allowed Claim, and in any such event, no estate retention application, fee application or further order of the Bankruptcy Court shall be required as a condition of the Debtors making such agreed allocation. Third, the Debtors agree and the settlement approval order shall provide that the amount of the Allowed Claim payable to Talcott Franklin, Miller Johnson, and Carter Leydard may be reduced to a separate claim stipulation for convenience of the parties.

- (b) In the event that, prior to acceptance of this compromise by a Trustee for a Settlement Trust other than a Covered Trust, counsel to Investors in such Settlement Trust cause a direction to be given by more than 25% of the holders of a tranche of such Settlement Trust to accept this compromise, then the same provisions as contained in Section 6.02(a) shall apply to such counsel, solely as to the amounts allocated to such Settlement Trust. Such counsel shall be entitled to a share of the fee for such trust equal to the ratio of (a) 25% minus the percentage of such tranche held by Institutional Investors divided by (b) 25%. Counsel would be required to identify itself and satisfy the Debtors and Institutional Investors as to the holdings of client-investors and that counsel caused such directions.

ARTICLE VII. RELEASES.

Section 7.01 Releases. Except as set forth in Article VIII, as of the Effective Date, with respect to each and every Accepting Trust, and in exchange for the Allowed Claim, the Institutional Investors, Accepting Trusts, Trustees in respect of such trusts, and any Persons claiming by, through or on behalf of such Accepting Trust or the Trustees of such trusts (including Investors claiming derivatively) (collectively, the “Releasors”), irrevocably and unconditionally grant a full, final, and complete release, waiver, and discharge of all alleged or actual claims, demands to repurchase, demands to cure, demands to substitute, counterclaims, defenses, rights of setoff, rights of rescission, liens, disputes, liabilities, losses, debts, costs, expenses, obligations, demands, claims for accountings or audits, alleged events of default, damages, rights, and causes of action of any kind or nature whatsoever, whether asserted or unasserted, known or unknown, suspected or unsuspected, fixed or contingent, in contract, tort, or otherwise, secured or unsecured, accrued or unaccrued, whether direct or derivative, arising under law or equity, against ResCap and its officers, directors, and employees (but in no case does this section apply to Ally Financial Inc. (“AFI”) or any person who is an officer or director of AFI) that arise under the Governing Agreements. Such released claims include, but are not limited to, claims arising out of and/or relating to (i) the origination and sale of mortgage loans to the Accepting Trusts (including, without limitation, the liability of any Debtors that are party to a Pooling and Servicing Agreement with respect to representations and warranties made in connection with such sale or with respect to the noticing and enforcement of any remedies in respect of alleged breaches of such representations and warranties) (collectively, the “Origination-Related Provisions”), (ii) the documentation of the Mortgage Loans held by the Accepting Trusts including with respect to allegedly defective, incomplete, or non-existent documentation, as well as issues arising out of or relating to recordation, title, assignment, or any other matter relating to legal enforceability of a Mortgage or Mortgage Note, or any alleged failure to provide notice of such defective, incomplete or non-existent documentation, (iii) the servicing of the Mortgage Loans held by the Accepting Trusts (including any claim relating to the timing of collection efforts or foreclosure efforts, loss mitigation, transfers to subservicers, advances or servicing advances) (the “Servicing Claims”), but only to the extent assumed pursuant to Section 365 of the Bankruptcy Code by an assignee to the applicable Debtor in its capacity as Master Servicer or Servicer under any Governing Agreement (the “Assumed Servicing Claims”), (iv) any duty of a debtor as master servicer, servicer or sub-servicer to notice and enforce remedies in respect of alleged breaches of representations and warranties (together with the Assumed Servicing Claims, the “Released Servicing Claims”), (v) setoff or recoupment

under the Governing Agreements against ResCap with respect to the Origination-Related Provisions or the Released Servicing Claims, and (vi) any loan seller that either sold loans to ResCap or AFI that were sold and transferred to such Accepting Trust or sold loans directly to such Accepting Trust, in all cases prior to the Petition Date (collectively, all such claims being defined as the “Released Claims”). For the avoidance of doubt, this release does not include individual direct claims for securities fraud or other disclosure-related claims arising from the purchase or sale of Securities.

Section 7.02 Release of Claims Against Investors, Accepting Trusts, and Trustees. Except as set forth in Article VIII, as of the Effective Date, ResCap irrevocably and unconditionally grants to the Accepting Trusts, Trustees in respect of such trusts, and Investors in such trusts, as well as such Accepting Trusts’, Trustees’ and Investors’ respective officers, directors, and employees, a full final, and complete release, waiver, and discharge of all alleged or actual claims from any claim it may have under or arising out of the Governing Agreements.

Section 7.03 Agreement Not to Pursue Relief from the Stay. The Institutional Investors agree that neither they nor their successors in interest, assigns, pledges, delegates, affiliates, subsidiaries, and/or transferees, will seek relief from the automatic stay imposed by section 362 of the Bankruptcy Code in order to institute, continue or otherwise prosecute any action relating to the Released Claims; provided, however, nothing contained herein shall preclude the Institutional Investors or their advised clients from seeking any such relief with respect to direct claims for securities fraud or other disclosure-related claims arising from the purchase or sale of Securities. ResCap reserves its rights and defenses therewith.

Section 7.04 Inclusion of Accepting Trusts and Trustees in Plan Release and Exculpation Provisions. The Accepting Trusts and the Trustees in respect of any such Accepting Trust and their respective counsel shall be entitled to the benefit of any releases and plan exculpation provisions, if any, included in the Plan, which provisions shall be no less favorable than the releases and plan exculpation provisions extended to similarly situated creditors or parties in interest who are parties to any plan support agreement with ResCap.

ARTICLE VIII. CLAIMS NOT RELEASED

Section 8.01 Administration of the Mortgage Loans. The releases and waivers in Article VII herein do not include: (i) claims that first arise after the Effective Date and are based in whole or in part on any actions, inactions, or practices of the Master Servicer, Servicer, or Subservicer as to the servicing of the Mortgage Loans held by the Accepting Trusts, and (ii) any Servicing Claim that is not an Assumed Servicing Claim and for which the Court finds a cure or rejection claim exists pursuant to Section 365 of the Bankruptcy Code (it being understood that such cure or rejection claims, if any, are not intended to be affected by such releases and waivers).

Section 8.02 Financial-Guaranty Provider Rights and Obligations. To the extent that any third party guarantor or financial-guaranty provider with respect to any Settlement Trust has rights or obligations independent of the rights or obligations of the Investors, the Trustees, or the Settlement Trusts, the releases and waivers in Article VII are not intended to and shall not release such rights.

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Section 8.03 Settlement Agreement Rights. The Parties do not release or waive any rights or claims against each other to enforce the terms of this Settlement Agreement or the Allowed Claim.

Section 8.04 Disclosure Claims. The releases and waivers in Article VII do not include any claims based on improper disclosures under federal or state securities law.

Section 8.05 Reservation of Rights. Notwithstanding anything in this Settlement Agreement to the contrary, the Institutional Investors have not waived their right to file an objection to a motion of the holders of the ResCap 9 5/8% bonds requesting payment of any interest on account of their ResCap 9 5/8% bond claims that may be due and owing after the Petition Date.

Section 8.06 HoldCo Election. Notwithstanding anything in this Agreement, the right to make a HoldCo Election set forth in Section 6.02 is not released by this Agreement.

ARTICLE IX. RELEASE OF UNKNOWN CLAIMS.

Each of the Parties acknowledges that it has been advised by its attorneys concerning, and is familiar with, California Civil Code Section 1542 and expressly waives any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to the provisions of the California Civil Code Section 1542, including that provision itself, which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

The Parties acknowledge that inclusion of the provisions of this Article IX to this Settlement Agreement was a material and separately bargained for element of this Settlement Agreement.

ARTICLE X. OTHER PROVISIONS

Section 10.01 Voluntary Agreement. Each Party acknowledges that it has read all of the terms of this Settlement Agreement, has had an opportunity to consult with counsel of its own choosing or voluntarily waived such right and enters into this Settlement Agreement voluntarily and without duress.

Section 10.02 No Admission of Breach or Wrongdoing. ResCap has denied and continues to deny any breach, fault, liability, or wrongdoing. This denial includes, but is not limited to, breaches of representations and warranties, violations of state or federal securities laws, and other claims sounding in contract or tort in connection with any securitizations, including those for which ResCap was the Seller, Servicer and/or Master Servicer. Neither this Settlement Agreement, whether or not consummated, any proceedings relating to this Settlement Agreement, nor any of the terms of the Settlement Agreement, whether or not consummated,

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shall be construed as, or deemed to be evidence of, an admission or concession on the part of ResCap with respect to any claim or of any breach, liability, fault, wrongdoing, or damage whatsoever, or with respect to any infirmity in any defense that ResCap has or could have asserted.

Section 10.03 No Admission Regarding Claim Status. ResCap expressly states that in the event this Settlement Agreement is not consummated or is terminated prior to the Effective Date, then neither this Settlement Agreement, nor any proceedings relating to this Settlement Agreement, nor any of the terms of the Settlement Agreement, shall be construed as, or deemed to be evidence of, an admission or concession on the part of ResCap that any claims asserted by the Institutional Investors are not contingent, unliquidated or disputed. The Institutional Investors expressly state that in the event this Settlement Agreement is not consummated or is terminated prior to the Effective Date, neither this Settlement Agreement, nor any proceedings relating to this Settlement Agreement, nor any of the terms of the Settlement Agreement, shall be construed as, or deemed to be evidence of, an admission or concession on the part of the Institutional Investors that any claims asserted by the Institutional Investors and Trustees are not limited to the amounts set forth in this Settlement Agreement or are of any particular priority.

Section 10.04 Counterparts. This Settlement Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Settlement Agreement. Delivery of a signature page to this Settlement Agreement by facsimile or other electronic means shall be effective as delivery of the original signature page to this Settlement Agreement.

Section 10.05 Joint Drafting. This Settlement Agreement shall be deemed to have been jointly drafted by the Parties, and in construing and interpreting this Settlement Agreement, no provision shall be construed and interpreted for or against any of the Parties because such provision or any other provision of the Settlement Agreement as a whole is purportedly prepared or requested by such Party.

Section 10.06 Entire Agreement. This document contains the entire agreement between the Parties, and may only be modified, altered, amended, or supplemented in writing signed by the Parties or their duly appointed agents. All prior agreements and understandings between the Parties concerning the subject matter hereof are superseded by the terms of this Settlement Agreement.

Section 10.07 Specific Performance. It is understood that money damages are not a sufficient remedy for any breach of this Settlement Agreement, and the Parties shall have the right, in addition to any other rights and remedies contained herein, to seek specific performance, injunctive, or other equitable relief from the Bankruptcy Court as a remedy for any such breach. The Parties hereby agree that specific performance shall be their only remedy for any violation of this Agreement.

Section 10.08 Authority. Each Party represents and warrants that each Person who executes this Settlement Agreement on its behalf is duly authorized to execute this Settlement Agreement on behalf of the respective Party, and that such Party has full knowledge of and has consented to this Settlement Agreement.

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Section 10.09 No Third Party Beneficiaries. There are no third party beneficiaries of this Settlement Agreement.

Section 10.10 Headings. The headings of all sections of this Settlement Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

Section 10.11 Notices. All notices or demands given or made by one Party to the other relating to this Settlement Agreement shall be in writing and either personally served or sent by registered or certified mail, postage paid, return receipt requested, overnight delivery service, or by electronic mail transmission, and shall be deemed to be given for purposes of this Settlement Agreement on the earlier of the date of actual receipt or three days after the deposit thereof in the mail or the electronic transmission of the message. Unless a different or additional address for subsequent notices is specified in a notice sent or delivered in accordance with this Section, such notices or demands shall be sent as follows:

To: Institutional Investors
c/o Talcott Franklin P.C.
208 N. Market Street
Suite 200
Dallas, TX 75202
Tel: 214-736-8730
Email: tal@talcottfranklin.com
-and-
Miller, Johnson, Snell & Cumiskey, P.L.C.
250 Monroe Avenue NW
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P.O. Box 306
Grand Rapids, MI 49501-0306
Tel: 618-831-1748
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-and-
Carter Ledyard & Milburn LLP
2 Wall Street
New York, New York 10005
Tel: 212-238-8607
Email: gadsden@clm.com

To: ResCap
c/o Gary S. Lee
Jamie A. Levitt
Morrison & Foerster LLP
1290 Avenue of the Americas
New York, NY 10104
Tel: 212-468-8000

Email: glee@mofo.com
jlevitt@mofo.com

Section 10.12 Disputes. This Settlement Agreement, and any disputes arising under or in connection with this Settlement Agreement, are to be governed by and construed in accordance with the laws of the State of New York, without giving effect to the choice of laws principles thereof. Further, by its execution and delivery of this Settlement Agreement, each of the Parties hereto hereby irrevocably and unconditionally agrees that the United States District Court for the Southern District of New York shall have jurisdiction to enforce this Settlement Agreement, *provided, however*, that, upon commencement of the Chapter 11 Cases, the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of or in connection with this Settlement Agreement.

Section 10.13 The Parties have agreed to include the following statement in the proposed order attached to the Debtors' motion to approve this Settlement Agreement: "Nothing contained in the RMBS Trust Settlement Agreement, the order approving the RMBS Trust Settlement Agreement, and any associated expert reports, including exhibits, schedules, declarations, and other documents attached thereto or referenced therein, or in any declarations, pleadings, or other documents or evidence submitted to, or filed in, the Bankruptcy Court in connection therewith, shall be construed as an admission of, or to prejudice in any way, Ally Financial Inc. and its non-Debtor direct and indirect subsidiaries and affiliates (collectively, "Ally") and may not be used as evidence against Ally in any court proceeding."

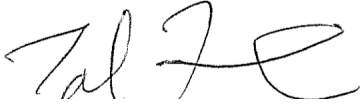
Section 10.14 Notwithstanding anything to the contrary in this Settlement Agreement, nothing herein is intended to or shall be deemed to amend any of the Governing Agreements for any Settlement Trust.

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Dated the 15th day of August, 2012.

Talcott Franklin P.C. on behalf of the
Institutional Investors

Signature: 

Name: Talcott J. Franklin

Title: Principal, Talcott Franklin P.C.

Dated the 15th day of August, 2012.

Residential Capital, LLC
for itself and its direct and indirect subsidiaries

Signature: 

Name: Tammy Hauszehr

Title: General Counsel

Exhibit A- Trusts

Deal Name	Original Issue Balance (in Thousands)	Deal Name	Original Issue Balance (in Thousands)
2004-AR1	635.0	2004-QS12	424.3
2004-AR2	510.1	2004-QS13	129.2
2004-GH1	224.1	2004-QS14	212.9
2004-HE1	1,292.3	2004-QS15	213.7
2004-HE2	711.5	2004-QS16	534.7
2004-HE3	977.3	2004-QS2	292.3
2004-HE4	1,018.0	2004-QS3	207.8
2004-HE5	700.0	2004-QS4	320.6
2004-HI1	235.0	2004-QS5	293.7
2004-HI2	275.0	2004-QS6	156.5
2004-HI3	220.0	2004-QS7	449.2
2004-HLTV1	175.0	2004-QS8	271.0
2004-HS1	477.1	2004-QS9	105.1
2004-HS2	604.1	2004-RP1	199.5
2004-HS3	284.0	2004-RS1	1,400.0
2004-J1	401.0	2004-RS10	1,250.0
2004-J2	400.6	2004-RS11	925.0
2004-J3	350.0	2004-RS12	975.0
2004-J4	600.1	2004-RS2	875.0
2004-J5	551.9	2004-RS3	600.0
2004-J6	408.0	2004-RS4	1,100.0
2004-KR1	2,000.0	2004-RS5	1,050.0
2004-KR2	1,250.0	2004-RS6	1,000.0
2004-KS1	950.0	2004-RS7	1,183.7
2004-KS10	986.0	2004-RS8	900.0
2004-KS11	692.7	2004-RS9	950.0
2004-KS12	541.8	2004-RZ1	485.0
2004-KS2	990.0	2004-RZ2	475.0
2004-KS3	675.0	2004-RZ3	360.0
2004-KS4	1,000.0	2004-RZ4	276.6
2004-KS5	1,175.0	2004-S1	307.7
2004-KS6	1,000.0	2004-S2	362.0
2004-KS7	850.0	2004-S3	228.3
2004-KS8	600.0	2004-S4	460.3
2004-KS9	600.0	2004-S5	423.5
2004-PS1	100.1	2004-S6	527.2
2004-QA1	201.3	2004-S7	105.3
2004-QA2	365.1	2004-S8	311.0
2004-QA3	320.1	2004-S9	645.9
2004-QA4	290.2	2004-SA1	250.1
2004-QA5	325.1	2004-SL1	632.9
2004-QA6	720.3	2004-SL2	499.0
2004-QS1	319.9	2004-SL3	222.5
2004-QS10	216.6	2004-SL4	206.5
2004-QS11	217.5	2004-SP1	233.7

Deal Name	Original Issue Balance (in Thousands)	Deal Name	Original Issue Balance (in Thousands)
2004-SP2	145.1	2005-KS8	1,165.8
2004-SP3	306.9	2005-KS9	487.0
2004-VFT	820.7	2005-NC1	870.8
2005-AA1	265.6	2005-QA1	296.7
2005-AF1	235.5	2005-QA10	621.8
2005-AF2	296.9	2005-QA11	525.1
2005-AHL1	463.7	2005-QA12	285.2
2005-AHL2	434.2	2005-QA13	560.2
2005-AHL3	488.8	2005-QA2	501.0
2005-AR1	399.8	2005-QA3	500.0
2005-AR2	458.4	2005-QA4	525.2
2005-AR3	523.7	2005-QA5	241.8
2005-AR4	386.1	2005-QA6	575.5
2005-AR5	597.2	2005-QA7	575.0
2005-AR6	592.0	2005-QA8	519.5
2005-EFC1	1,101.5	2005-QA9	650.5
2005-EFC2	679.3	2005-QO1	711.1
2005-EFC3	731.9	2005-QO2	425.1
2005-EFC4	707.8	2005-QO3	500.6
2005-EFC5	693.3	2005-QO4	797.0
2005-EFC6	672.7	2005-QO5	1,275.1
2005-EFC7	698.2	2005-QS1	214.6
2005-EMX1	792.8	2005-QS10	265.7
2005-EMX2	620.4	2005-QS11	213.6
2005-EMX3	674.5	2005-QS12	528.9
2005-EMX4	492.6	2005-QS13	639.2
2005-EMX5	380.0	2005-QS14	615.8
2005-HE1	991.1	2005-QS15	431.5
2005-HE2	1,113.5	2005-QS16	428.0
2005-HE3	988.0	2005-QS17	540.1
2005-HI1	240.0	2005-QS2	213.0
2005-HI2	240.0	2005-QS3	475.6
2005-HI3	224.9	2005-QS4	211.7
2005-HS1	853.8	2005-QS5	214.0
2005-HS2	577.5	2005-QS6	265.1
2005-HSA1	278.8	2005-QS7	370.0
2005-J1	525.5	2005-QS8	104.1
2005-KS1	708.8	2005-QS9	371.0
2005-KS10	1,299.2	2005-RP1	343.1
2005-KS11	1,339.3	2005-RP2	301.1
2005-KS12	1,117.2	2005-RP3	282.5
2005-KS2	543.4	2005-RS1	975.0
2005-KS3	413.5	2005-RS2	725.0
2005-KS4	411.1	2005-RS3	741.3
2005-KS5	401.8	2005-RS4	522.4
2005-KS6	596.2	2005-RS5	497.5
2005-KS7	387.6	2005-RS6	1,183.2

Deal Name	Original Issue Balance (in Thousands)	Deal Name	Original Issue Balance (in Thousands)
2005-RS7	493.0	2006-HI4	272.7
2005-RS8	660.0	2006-HI5	247.5
2005-RS9	1,179.0	2006-HLTV1	229.9
2005-RZ1	203.8	2006-HSA1	461.4
2005-RZ2	333.7	2006-HSA2	447.9
2005-RZ3	340.0	2006-HSA3	201.0
2005-RZ4	411.2	2006-HSA4	402.1
2005-S1	463.1	2006-HSA5	295.6
2005-S2	260.9	2006-J1	550.0
2005-S3	183.1	2006-KS1	840.1
2005-S4	259.4	2006-KS2	977.5
2005-S5	258.2	2006-KS3	1,125.9
2005-S6	412.9	2006-KS4	687.8
2005-S7	311.7	2006-KS5	687.1
2005-S8	312.3	2006-KS6	529.1
2005-S9	366.6	2006-KS7	532.7
2005-SA1	295.2	2006-KS8	535.9
2005-SA2	500.8	2006-KS9	1,197.1
2005-SA3	675.2	2006-NC1	536.8
2005-SA4	850.5	2006-NC2	745.2
2005-SA5	355.3	2006-NC3	504.9
2005-SL1	370.5	2006-QA1	603.9
2005-SL2	168.9	2006-QA10	375.5
2005-SP1	831.0	2006-QA11	372.4
2005-SP2	490.2	2006-QA2	394.0
2005-SP3	285.7	2006-QA3	398.5
2006-AR1	508.7	2006-QA4	304.4
2006-AR2	373.0	2006-QA5	695.6
2006-EFC1	593.2	2006-QA6	625.8
2006-EFC2	387.6	2006-QA7	588.2
2006-EMX1	424.6	2006-QA8	795.1
2006-EMX2	550.1	2006-QA9	369.2
2006-EMX3	773.6	2006-QH1	337.9
2006-EMX4	661.7	2006-QO1	901.2
2006-EMX5	580.2	2006-QO10	895.7
2006-EMX6	620.5	2006-QO2	665.5
2006-EMX7	495.3	2006-QO3	644.8
2006-EMX8	698.6	2006-QO4	843.2
2006-EMX9	728.8	2006-QO5	1,071.6
2006-HE1	1,274.2	2006-QO6	1,290.3
2006-HE2	626.2	2006-QO7	1,542.4
2006-HE3	1,142.3	2006-QO8	1,288.1
2006-HE4	1,159.1	2006-QO9	895.6
2006-HE5	1,244.5	2006-QS1	323.8
2006-HI1	214.2	2006-QS10	533.6
2006-HI2	237.4	2006-QS11	751.5
2006-HI3	223.2	2006-QS12	541.3

Deal Name	Original Issue Balance (in Thousands)	Deal Name	Original Issue Balance (in Thousands)
2006-QS13	641.0	2006-SP3	291.9
2006-QS14	753.7	2006-SP4	303.9
2006-QS15	538.6	2007-EMX1	692.9
2006-QS16	752.1	2007-HE1	1,185.9
2006-QS17	537.0	2007-HE2	1,240.9
2006-QS18	1,181.9	2007-HE3	350.6
2006-QS2	881.7	2007-HI1	255.0
2006-QS3	969.8	2007-HSA1	546.8
2006-QS4	752.3	2007-HSA2	1,231.4
2006-QS5	698.0	2007-HSA3	796.4
2006-QS6	858.8	2007-KS1	415.6
2006-QS7	537.5	2007-KS2	961.5
2006-QS8	966.3	2007-KS3	1,270.3
2006-QS9	540.1	2007-KS4	235.9
2006-RP1	293.0	2007-QA1	410.1
2006-RP2	317.0	2007-QA2	367.0
2006-RP3	290.4	2007-QA3	882.4
2006-RP4	357.4	2007-QA4	243.5
2006-RS1	1,173.6	2007-QA5	504.1
2006-RS2	785.6	2007-QH1	522.3
2006-RS3	741.6	2007-QH2	348.4
2006-RS4	887.5	2007-QH3	349.5
2006-RS5	382.6	2007-QH4	401.0
2006-RS6	372.2	2007-QH5	497.5
2006-RZ1	483.8	2007-QH6	597.0
2006-RZ2	368.6	2007-QH7	347.0
2006-RZ3	688.3	2007-QH8	560.1
2006-RZ4	851.8	2007-QH9	594.4
2006-RZ5	505.1	2007-QO1	625.1
2006-S1	367.1	2007-QO2	529.3
2006-S10	1,087.7	2007-QO3	296.3
2006-S11	623.2	2007-QO4	502.8
2006-S12	1,204.3	2007-QO5	231.2
2006-S2	260.6	2007-QS1	1,297.4
2006-S3	337.8	2007-QS10	435.8
2006-S4	313.9	2007-QS11	305.8
2006-S5	678.1	2007-QS2	536.7
2006-S6	599.6	2007-QS3	971.6
2006-S7	469.7	2007-QS4	746.9
2006-S8	416.3	2007-QS5	432.7
2006-S9	442.3	2007-QS6	808.3
2006-SA1	275.1	2007-QS7	803.3
2006-SA2	791.3	2007-QS8	651.8
2006-SA3	350.9	2007-QS9	707.0
2006-SA4	282.3	2007-RP1	334.4
2006-SP1	275.9	2007-RP2	263.3
2006-SP2	348.1	2007-RP3	346.6

Deal Name	Original Issue Balance (in Thousands)
2007-RP4	239.2
2007-RS1	478.3
2007-RS2	376.8
2007-RZ1	329.3
2007-S1	522.5
2007-S2	472.2
2007-S3	575.3
2007-S4	314.5
2007-S5	524.8
2007-S6	707.7
2007-S7	419.1
2007-S8	488.8
2007-S9	172.4
2007-SA1	310.8
2007-SA2	385.1
2007-SA3	363.8
2007-SA4	414.9
2007-SP1	346.6
2007-SP2	279.3
2007-SP3	298.1
Grand Total	220,987.7

EXHIBIT B

ALLOCATION OF ALLOWED CLAIM

1. The Allowed Claim shall be allocated amongst the Accepting Trusts by the Trustees pursuant to the determination of a qualified financial advisor (the "Expert") who will make any determinations and perform any calculations required in connection with the allocation of the Allowed Claim among the Accepting Trusts. To the extent that the collateral in any Accepting Trust is divided by the Governing Agreements into groups of loans ("Loan Groups") so that ordinarily only certain classes of investors benefit from the proceeds of particular Loan Groups, those Loan Groups shall be deemed to be separate Accepting Trusts for purposes of the allocation and distribution methodologies set forth below. The Expert is to apply the following allocation formulas:

(i) *First*, the Expert shall calculate the amount of Net Losses for each Accepting Trust as a percentage of the sum of the Net Losses for all Accepting Trusts (such amount, the "Net Loss Percentage");

(ii) *Second*, the Expert shall calculate the "Allocated Depositor Claim" for each Accepting Trust by multiplying (A) the amount of the Allowed Claim by (B) the Net Loss Percentage for such Accepting Trust, expressed as a decimal; provided that the Expert shall be entitled to make adjustments to the Allocated Depositor Claim of each Accepting Trust to ensure that the effects of rounding do not cause the sum of the Allocated Depositor Claims for all Accepting Trusts to exceed the amount of the Allowed Claim; and

(iii) *Third*, the Expert shall calculate the "Allocated Seller Claim" for each Accepting Trust by multiplying (A) the amount of the Allowed Claim by (B) the Net Loss Percentage for such Accepting Trust, expressed as a decimal; provided that the Expert shall be entitled to make adjustments to the Allocated Seller Claim of each Accepting Trust to ensure that the effects of rounding do not cause the sum of the Allocated Seller Claims for all Accepting Trusts to exceed the amount of the Allowed Claim.

(iv) Any HoldCo Claim provided to an Accepting Trust making one or more HoldCo Elections, and any reduction to the Allocated Depositor Claim and Allocated Seller Claim of that Accepting Trust, shall be calculated pursuant to Section 6.02.

(v) For the avoidance of doubt, and subject to the HoldCo Election, each Accepting Trust shall receive an Allocated Claim only against its Seller Entity, which Allocated Claim its Depositor Entity is jointly liable for.

(vi) If applicable, the Expert shall calculate the portion of the Allocated Claim that relates to principal-only certificates or notes and the portion of the Allocated Claim that relates to all other certificates or notes.

2. All distributions from the Estate to an Accepting Trust on account of any Allocated Claim shall be treated as Subsequent Recoveries, as that term is defined in the Governing Agreement for that trust; provided that if the Governing Agreement for a particular Accepting

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Trust does not include the term "Subsequent Recovery," the distribution resulting from the Allocated Claim shall be distributed as though it was unscheduled principal available for distribution on that distribution date; *provided, however*, that should the Bankruptcy Court determine that a different treatment is required to conform the distributions to the requirements of the Governing Agreements, that determination shall govern and shall not constitute a material change to this Settlement Agreement.

3. Notwithstanding any other provision of any Governing Agreement, the Debtors and all Servicers agree that neither the Master Servicer nor any Subservicer shall be entitled to receive any portion of any distribution resulting from any Allocated Claim for any purpose, including without limitation the satisfaction of any Servicing Advances, it being understood that the Master Servicer's other entitlements to payments, and to reimbursement or recovery, including of Advances and Servicing Advances, under the terms of the Governing Agreements shall not be affected by this Settlement Agreement except as expressly provided here. To the extent that as a result of the distribution resulting from an Allocated Claim in a particular Accepting Trust a principal payment would become payable to a class of REMIC residual interests, whether on the distribution of the amount resulting from the Allocated Claim or on any subsequent distribution date that is not the final distribution date under the Governing Agreement for such Accepting Trust, such payment shall be maintained in the distribution account and the relevant Trustee shall distribute it on the next distribution date according to the provisions of this section.

4. In addition, after any distribution resulting from an Allocated Claim pursuant to section 3 above, the relevant Trustee will allocate the amount of the distribution for that Accepting Trust in the reverse order of previously allocated Realized Losses, to increase the Class Certificate Balance, Component Balance, Component Principal Balance, or Note Principal Balance, as applicable, of each class of Certificates or Notes (or Components thereof) (other than any class of REMIC residual interests) to which Realized Losses have been previously allocated, but in each case by not more than the amount of Realized Losses previously allocated to that class of Certificates or Notes (or Components thereof) pursuant to the Governing Agreements. For the avoidance of doubt, for Accepting Trusts for which the Credit Support Depletion Date shall have occurred prior to the allocation of the amount of the Allocable Share in accordance with the immediately preceding sentence, in no event shall the foregoing allocation be deemed to reverse the occurrence of the Credit Support Depletion Date in such Accepting Trusts. Holders of such Certificates or Notes (or Components thereof) will not be entitled to any payment in respect of interest on the amount of such increases for any interest accrual period relating to the distribution date on which such increase occurs or any prior distribution date. Any such increase shall be applied pro rata to the Certificate Balance, Component Balance, Component Principal Balance, or Note Principal Balance of each Certificate or Note of each class. For the avoidance of doubt, this section 4 is intended only to increase Class Certificate Balances, Component Balances, Component Principal Balances, and Note Principal Balances, as provided for herein, and shall not affect any distributions resulting from Allocated Claims provided for in section 3 above.

5. Nothing in this Settlement Agreement amends or modifies in any way any provisions of any Governing Agreement. To the extent any credit enhancer or financial guarantee insurer receives a distribution on account of the Allowed Claim, such distribution shall be credited at least dollar for dollar against the amount of any claim it files against the Debtor that does not arise under the Governing Agreements.

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6. In no event shall the distribution to an Accepting Trust as a result of any Allocated Claim be deemed to reduce the collateral losses experienced by such Accepting Trust.

Exhibit C -- Fee Schedule

Percentage of the Allowed Claim (being the sum of the Allocated Allowed Claims) allocable to trusts that accept the settlement, subject to adjustment pursuant to section 6.02(b) for trusts other than original "Covered Trusts."

If Effective Date of Plan occurs on or before Sept. 2, 2012, 5.225%

If Effective Date of Plan occurs after Sept. 2, 2012 and on or before Dec. 2, 2012, 5.4625%

If Effective Date of Plan occurs after Dec. 3, 2012 and on or before May 2, 2013, 5.605%

If Effective Date of Plan occurs after May 2, 2013, 5.7%

All fees shall be allocated between: (i) Talcott Franklin P.C.; (ii) Miller, Johnson, Snell & Cumiskey, P.L.C.; and (iii) Carter Ledyard & Milburn LLP, based on lodestar as calculated per agreement between co-counsel.

EXHIBIT 34

Deal Name	Cusip	Class	Group Class Sum	Original Class Face
GMACM 2004-J2	36185N2C3	A6	\$14,062,500.00	\$14,062,500.00
GMACM 2005-AF1	36185MAS1	M1	\$4,946,000.00	\$6,946,000.00
GMACM 2005-AR3	36185N7J3	4A4	\$4,000,000.00	\$4,000,000.00
GMACM 2005-HE1	361856ED5	A1VN	\$16,970,000.00	\$28,762,000.00
RAAC 2004-SP3	76112BET3	MII1	\$3,485,000.00	\$3,485,000.00
RAAC 2005-RP1	76112BJQ4	M1	\$7,000,000.00	\$28,000,000.00
RAAC 2005-RP3	76112BP87	M1	\$15,289,000.00	\$22,839,000.00
RAAC 2005-SP2	76112BF62	2M1	\$2,000,000.00	\$7,356,000.00
RAAC 2005-SP3	76112BS50	M1	\$12,590,000.00	\$12,590,000.00
RAAC 2006-RP1	76112B2W9	M2	\$6,914,000.00	\$14,914,000.00
RAAC 2006-RP2	74919MAB2	M1	\$2,660,000.00	\$8,000,000 ** Pending Verification
RAAC 2006-SP1	76112B3F5	M1	\$9,069,000.00	\$21,069,000.00
RAAC 2006-SP1	76112B3G3	M2	\$11,449,000.00	\$17,173,000.00
RAAC 2006-SP4	74919VAC0	A3	\$15,000,000.00	\$47,545,000.00
RAAC 2007-RP4	74919LAE8	M1	\$9,000,000.00	\$25,513,000.00
RAAC 2007-SP2	74919XAH5	M2	\$5,000,000.00	\$17,961,000.00
RAAC 2007-SP2	74919XAG7	M1	\$17,049,000.00	\$23,049,000.00
RAAC 2007-SP3	74978FAB5	M1	\$8,000,000.00	\$24,496,000.00
RALI 2004-QA3	76110HXU8	M1	\$6,401,000.00	\$6,401,000.00
RALI 2004-QA6	76110HJ26	M1	\$14,408,900.00	\$14,408,900.00
RALI 2004-QR1	76110HB99	A5	\$20,054,123.00	\$20,054,123.00
RALI 2004-QS1	76110HQA0	M2	\$1,568,600.00	\$3,518,600.00
RALI 2004-QS10	76110HWF2	A4	\$58,278,444.00	\$69,278,444.00
RALI 2004-QS12	76110HYY9	M1	\$2,500,000.00	\$9,546,300.00
RALI 2004-QS14	76110HA41	AV	\$212,904,630.00	\$212,904,630.00
RALI 2004-QS15	76110HE47	A1	\$122,235,023.00	\$122,235,023.00
RALI 2004-QS15	76110HF46	AV	\$213,702,042.00	\$213,702,042.00
RALI 2004-QS16	76110HJ67	1A2	\$7,500,000.00	\$15,000,000.00
RALI 2004-QS2	76110HQP7	AV	\$292,339,189.00	\$292,339,189.00
RALI 2004-QS3	76110HRC5	AV	\$207,818,903.00	\$207,818,903.00
RALI 2004-QS5	76110HSY6	A8	\$21,109,053.00	\$21,109,053.00
RALI 2004-QS5	76110HTA7	AV	\$293,661,892.00	\$293,661,892.00
RALI 2004-QS8	76110HUY3	AV	\$271,022,934.00	\$271,022,934.00
RALI 2005-QA12	761118NC8	NB5	\$15,959,000.00	\$41,969,000.00
RALI 2005-QA7	76110H7J2	M1	\$5,300,000.00	\$14,664,000.00
RALI 2005-QA9	761118FG8	CBI1	\$46,241,000.00	\$82,941,000.00

~~EXHIBIT 34~~

Deal Name	Cusip	Class	Group Class Sum	Original Class Face
RALI 2005-QS1	76110HP45	A5	\$25,378,000.00	\$76,378,000.00
RALI 2005-QS10	761118DB1	AP	\$1,864,997.00	\$1,864,997.00
RALI 2005-QS13	761118HC5	2A3	\$40,050,000.00	\$130,000,000.00
RALI 2005-QS13	761118GX0	1A6	\$29,500,000.00	\$73,261,000.00
RALI 2005-QS13	761118HB7	2A2	\$82,000,000.00	\$139,000,000.00
RALI 2005-QS14	761118JH2	2A1	\$43,918,000.00	\$115,613,000.00
RALI 2005-QS14	761118JM1	1AP	\$1,302,649.00	\$1,302,649.00
RALI 2005-QS14	761118JP4	2AP	\$7,998,674.00	\$7,998,674.00
RALI 2005-QS15	761118KH0	2A	\$25,000,000.00	\$43,296,000.00
RALI 2005-QS16	761118MA3	A1	\$50,000,000.00	\$132,500,000.00
RALI 2005-QS16	761118MF2	A6	\$14,504,565.00	\$14,504,565.00
RALI 2005-QS16	761118MJ4	A9	\$94,233,000.00	\$94,233,000.00
RALI 2005-QS17	761118PS1	A3	\$10,000,000.00	\$25,000,000.00
RALI 2005-QS17	761118PU6	A5	\$20,057,500.00	\$38,457,500.00
RALI 2005-QS17	761118PR3	A2	\$25,000,000.00	\$25,000,000.00
RALI 2005-QS17	761118PT9	A4	\$25,000,000.00	\$25,000,000.00
RALI 2005-QS17	761118PV4	A6	\$21,443,500.00	\$21,443,500.00
RALI 2005-QS2	76110HR35	AV	\$212,988,702.00	\$212,988,702.00
RALI 2005-QS3	76110HX61	1A21	\$98,000,000.00	\$167,418,000.00
RALI 2005-QS3	76110HY60	1AV	\$371,599,754.00	\$371,599,754.00
RALI 2005-QS4	76110H3V9	AV	\$211,687,240.00	\$211,687,240.00
RALI 2005-QS5	76110H2Z1	A3	\$83,591,000.00	\$83,591,000.00
RALI 2005-QS6	76110H5P0	AP	\$902,809.00	\$902,809.00
RALI 2005-QS6	76110H5K1	A5	\$12,787,000.00	\$12,787,000.00
RALI 2005-QS6	76110H5Q8	AV	\$265,144,243.00	\$265,144,243.00
RALI 2005-QS9	761118AU2	A1	\$35,000,000.00	\$133,249,500.00
RALI 2006-QH1	75115GAA6	A1	\$74,315,000.00	\$192,035,000.00
RALI 2006-QO1	761118RM2	3A1	\$82,758,000.00	\$309,242,000.00
RALI 2006-QO5	75114HAJ6	3A3	\$16,094,000.00	\$32,687,000.00
RALI 2006-QS1	761118SE9	A6	\$11,343,992.00	\$11,343,992.00
RALI 2006-QS1	761118SJ8	AP	\$2,784,565.00	\$2,784,565.00
RALI 2006-QS10	751155AG7	A7	\$24,638,000.00	\$24,638,000.00
RALI 2006-QS12	751151AX9	2A18	\$40,072,903.00	\$49,972,903.00
RALI 2006-QS13	75115DAK1	1A10	\$16,000,000.00	\$19,338,000.00
RALI 2006-QS14	74922GAT1	A18	\$30,113,677.00	\$30,113,677.00
RALI 2006-QS16	74922LAL7	A11	\$15,040,000.00	\$15,540,000.00

Deal Name	Cusip	Class	Group Class Sum	Original Class Face
RALI 2006-QS16	74922LAD5	A4	\$43,131,000.00	\$43,131,000.00
RALI 2006-QS16	74922LAH6	A8	\$6,092,000.00	\$6,092,000.00
RALI 2006-QS17	74922SAD0	A4	\$21,500,000.00	\$45,000,000.00
RALI 2006-QS17	74922SAE8	A5	\$177,061,000.00	\$187,061,000.00
RALI 2006-QS17	74922SAH1	A8	\$28,792,000.00	\$28,792,000.00
RALI 2006-QS18	74922RAX8	3AV	\$104,211,499.00	\$104,211,499.00
RALI 2006-QS2	761118VF2	2AP	\$1,618,278.00	\$1,623,637.00
RALI 2006-QS2	761118VD7	1AP	\$3,239,836.00	\$3,240,432.00
RALI 2006-QS2	761118UK2	1A4	\$14,457,800.00	\$14,457,800.00
RALI 2006-QS2	761118VG0	2AV	\$131,448,942.00	\$131,448,942.00
RALI 2006-QS2	761118UR7	1A10	\$60,000,000.00	\$105,672,000.00
RALI 2006-QS3	761118XP8	1A11	\$49,722,000.00	\$49,722,000.00
RALI 2006-QS4	749228AH5	A8	\$32,000,000.00	\$41,010,000.00
RALI 2006-QS4	749228AN2	AP	\$1,376,144.00	\$1,376,144.00
RALI 2006-QS5	75114TAC5	A3	\$39,129,000.00	\$96,590,000.00
RALI 2006-QS5	75114TAF8	A6	\$21,193,500.00	\$43,630,000.00
RALI 2006-QS6	74922EAR0	1A16	\$12,623,750.00	\$47,495,000.00
RALI 2006-QS6	74922EAQ2	1A15	\$12,819,000.00	\$16,769,000.00
RALI 2006-QS6	74922EAL3	1A11	\$53,101,000.00	\$53,101,000.00
RALI 2006-QS6	74922EAX7	2AV	\$106,652,100.00	\$106,652,100.00
RALI 2006-QS7	748940AE3	A5	\$76,050,000.00	\$193,750,000.00
RALI 2006-QS7	748940AC7	A3	\$67,018,000.00	\$75,009,000.00
RALI 2006-QS8	75115AAE1	A5	\$348,750,000.00	\$348,750,000.00
RALI 2006-QS9	75115CAD9	1A4	\$9,000,000.00	\$15,354,000.00
RALI 2006-QS9	75115CAF4	1A6	\$25,000,000.00	\$25,000,000.00
RALI 2007-QA1	74923GAB9	A2	\$13,670,000.00	\$13,670,000.00
RALI 2007-QH3	74922WAA7	A1	\$50,000,000.00	\$198,727,000.00
RALI 2007-QH3	74922WAC3	A3	\$20,000,000.00	\$49,682,000.00
RALI 2007-QH4	74922TAC0	A3	\$56,537,000.00	\$56,537,000.00
RALI 2007-QH9	749241AA3	A1	\$120,220,000.00	\$452,924,200.00
RALI 2007-QO2	75116AAA8	A1	\$102,221,000.00	\$388,219,000.00
RALI 2007-QO3	74923TAA3	A1	\$77,329,000.00	\$162,302,000.00
RALI 2007-QO4	74923LAB8	A1A	\$44,479,000.00	\$146,700,000.00
RALI 2007-QO4	74923LAA0	A1	\$74,176,000.00	\$125,568,000.00
RALI 2007-QS1	74922KAB1	1A2	\$104,191,250.00	\$166,706,000.00
RALI 2007-QS1	74922KAR6	2A10	\$60,194,000.00	\$88,250,000.00

Deal Name	Cusip	Class	Group Class Sum	Original Class Face
RALI 2007-QS1	74922KAN5	2A7	\$2,000,000.00	\$2,558,600.00
RALI 2007-QS2	74923CAA0	A1	\$17,775,000.00	\$20,000,000.00
RALI 2007-QS2	74923CAB8	A2	\$8,770,000.00	\$8,800,000.00
RALI 2007-QS3	75116BAA6	A1	\$254,000,000.00	\$300,000,000.00
RALI 2007-QS3	75116BAD0	A4	\$19,620,000.00	\$19,620,000.00
RALI 2007-QS5	74923JAH0	A8	\$40,000,000.00	\$100,132,000.00
RALI 2007-QS5	74923JAA5	A1	\$32,782,000.00	\$73,592,000.00
RALI 2007-QS6	75116CBW5	A45	\$32,105,874.00	\$56,475,000.00
RALI 2007-QS6	74922UAE3	A5	\$30,000,000.00	\$35,643,000.00
RALI 2007-QS6	75116CAN6	A13	\$6,267,536.00	\$6,267,536.00
RALI 2007-QS8	74922UAH6	A8	\$19,375,000.00	\$48,375,000.00
RALI 2008-QR1	74925FAD5	1A4	\$9,300,000.00	\$14,920,000.00
RAMP 2004-RS1	760985P54	MII6	\$3,500,000.00	\$13,500,000.00
RAMP 2004-RS10	76112BEF3	MII4	\$7,000,000.00	\$21,400,000.00
RAMP 2004-RS10	76112BEC0	MII1	\$30,000,000.00	\$68,900,000.00
RAMP 2004-RS11	76112BFL9	M4	\$5,500,000.00	\$18,500,000.00
RAMP 2004-RS11	76112BFJ4	M2	\$21,000,000.00	\$48,563,000.00
RAMP 2004-RS11	76112BFM7	M5	\$10,875,000.00	\$13,875,000.00
RAMP 2004-RS2	760985R37	MII1	\$14,000,000.00	\$46,500,000.00
RAMP 2004-RS2	760985Q79	MI3	\$1,500,000.00	\$4,813,000.00
RAMP 2004-RS2	760985R45	MII2	\$20,000,000.00	\$36,000,000.00
RAMP 2004-RS3	760985V81	M3	\$5,000,000.00	\$10,500,000.00
RAMP 2004-RS4	7609853J8	MII2	\$21,000,000.00	\$37,100,000.00
RAMP 2004-RS4	7609853H2	MII1	\$45,200,000.00	\$64,400,000.00
RAMP 2004-RS5	7609854B4	AI6	\$11,000,000.00	\$40,000,000.00
RAMP 2004-RS5	7609854H1	MII2	\$10,500,000.00	\$30,875,000.00
RAMP 2004-RS5	7609854J7	MII3	\$4,000,000.00	\$8,125,000.00
RAMP 2004-RS6	7609855M9	MII2	\$11,250,000.00	\$33,250,000.00
RAMP 2004-RS6	7609855N7	MII3	\$4,375,000.00	\$8,750,000.00
RAMP 2004-RS7	7609857F2	AI6	\$22,500,000.00	\$40,000,000.00
RAMP 2004-RS8	76112BAD2	AI4	\$15,000,000.00	\$47,894,000.00
RAMP 2004-RS8	76112BAP5	MII3	\$8,375,000.00	\$12,375,000.00
RAMP 2004-RS9	76112BCQ1	MII4	\$4,000,000.00	\$15,200,000.00
RAMP 2004-RS9	76112BCF5	AI4	\$16,300,000.00	\$56,800,000.00
RAMP 2004-RS9	76112BCG3	AI5	\$15,000,000.00	\$37,700,000.00
RAMP 2004-RS9	76112BCH1	AI6	\$15,357,000.00	\$27,500,000.00

Deal Name	Cusip	Class	Group Class Sum	Original Class Face
RAMP 2004-RS9	76112BCP3	MI13	\$15,200,000.00	\$15,200,000.00
RAMP 2004-RZ2	7609854S7	AI4	\$11,530,000.00	\$43,700,000.00
RAMP 2004-RZ4	76112BHM5	M6	\$700,000.00	\$2,100,000.00
RAMP 2004-RZ4	76112BHQ6	B	\$2,800,000.00	\$2,800,000.00
RAMP 2005-EFC1	76112BRR3	M6	\$5,262,000.00	\$17,262,000.00
RAMP 2005-EFC2	76112BVW7	M8	\$3,000,000.00	\$10,186,000.00
RAMP 2005-EFC2	76112BVU1	M6	\$7,889,000.00	\$10,889,000.00
RAMP 2005-EFC4	76112BC73	M4	\$6,196,000.00	\$13,196,000.00
RAMP 2005-EFC6	76112BK41	M3	\$12,500,000.00	\$17,000,000.00
RAMP 2005-RS1	76112BHX1	AI5	\$8,100,000.00	\$27,843,000.00
RAMP 2005-RS4	76112BPF1	M5	\$4,875,000.00	\$7,875,000.00
RAMP 2005-RS6	76112BTX8	M6	\$9,500,000.00	\$16,800,000.00
RAMP 2005-RS6	76112BTV2	M4	\$16,000,000.00	\$21,000,000.00
RAMP 2005-RS7	76112BWX4	M2	\$3,750,000.00	\$12,250,000.00
RAMP 2005-RS7	76112BXA3	M5	\$2,500,000.00	\$5,000,000.00
RAMP 2005-RS7	76112BWY2	M3	\$5,000,000.00	\$6,500,000.00
RAMP 2005-RS7	76112BXB1	M6	\$4,750,000.00	\$4,750,000.00
RAMP 2005-RS8	76112BZJ2	M1	\$20,000,000.00	\$20,283,000.00
RAMP 2005-RZ1	76112BMB3	M4	\$4,100,000.00	\$4,100,000.00
RAMP 2005-RZ2	76112BWJ5	M3	\$3,800,000.00	\$7,547,000.00
RAMP 2005-RZ2	76112BWG1	M1	\$10,000,000.00	\$18,615,000.00
RAMP 2005-RZ2	76112BWL0	M5	\$8,050,000.00	\$8,050,000.00
RAMP 2005-RZ3	76112BZY9	A2	\$36,100,000.00	\$116,001,000.00
RAMP 2006-EFC1	76112BV80	M2	\$10,980,000.00	\$21,960,000.00
RAMP 2006-EFC2	749238AF8	M2	\$6,600,000.00	\$13,200,000.00
RAMP 2006-EFC2	749238AE1	M1	\$15,000,000.00	\$15,000,000.00
RAMP 2006-NC1	76112BX47	M2	\$6,800,000.00	\$16,500,000.00
RAMP 2006-NC3	76112B4R8	M3	\$3,500,000.00	\$10,140,000.00
RAMP 2006-NC3	76112B4Q0	M2	\$10,000,000.00	\$17,680,000.00
RAMP 2006-RS2	76112B2E9	M1	\$5,000,000.00	\$18,400,000.00
RAMP 2006-RS4	75156WAE3	M1	\$14,875,000.00	\$35,613,000.00
RAMP 2006-RS5	75156YAC3	A3	\$44,776,000.00	\$104,776,000.00
RAMP 2006-RS5	75156YAE9	M1	\$5,725,000.00	\$10,725,000.00
RAMP 2006-RZ1	76112BZ45	M3	\$5,000,000.00	\$9,750,000.00
RAMP 2006-RZ1	76112BZ52	M4	\$9,000,000.00	\$9,000,000.00
RAMP 2006-RZ2	75156UAE7	M2	\$4,000,000.00	\$11,812,000.00

Deal Name	Cusip	Class	Group Class Sum	Original Class Face
RAMP 2006-RZ2	75156UAD9	M1	\$6,000,000.00	\$13,688,000.00
RAMP 2006-RZ3	75156MAF2	M3	\$6,620,000.00	\$15,620,000.00
RAMP 2006-RZ5	749239AE9	A3	\$12,760,000.00	\$32,720,000.00
RAMP 2006-RZ5	749239AH2	M3	\$10,960,000.00	\$10,960,000.00
RASC 2004-KS1	74924PAN2	MII2	\$17,250,000.00	\$35,750,000.00
RASC 2004-KS10	76110WG67	M4	\$4,500,000.00	\$10,000,000.00
RASC 2004-KS10	76110WG59	M3	\$8,000,000.00	\$15,000,000.00
RASC 2004-KS12	76110WL20	M3	\$3,500,000.00	\$8,200,000.00
RASC 2004-KS12	76110WL79	SB	\$8,250,228.00	\$8,250,228.00
RASC 2004-KS2	76110WWP7	M22	\$4,500,000.00	\$38,500,000.00
RASC 2004-KS3	76110WXF8	MII1	\$16,500,000.00	\$30,875,000.00
RASC 2004-KS6	76110WZW9	MI3	\$1,000,000.00	\$4,000,000.00
RASC 2004-KS6	76110WZN9	AI5	\$6,000,000.00	\$20,617,000.00
RASC 2004-KS6	76110WZY5	MII2	\$13,500,000.00	\$42,000,000.00
RASC 2004-KS6	76110WZV1	MI2	\$2,750,000.00	\$5,500,000.00
RASC 2004-KS8	76110WD52	MII1	\$7,800,000.00	\$25,600,000.00
RASC 2004-KS9	76110WE77	AI6	\$4,000,000.00	\$15,000,000.00
RASC 2004-KS9	76110WE51	AI4	\$11,750,000.00	\$21,100,000.00
RASC 2005-AHL2	76110W5J1	M2	\$3,526,000.00	\$13,626,000.00
RASC 2005-AHL2	76110W5K8	M3	\$2,605,000.00	\$9,605,000.00
RASC 2005-AHL3	76110W6L5	A2	\$58,490,000.00	\$187,495,000.00
RASC 2005-AHL3	76110W6P6	M2	\$13,025,786.00	\$15,500,000.00
RASC 2005-EMX1	76110WQ90	M5	\$3,000,000.00	\$10,800,000.00
RASC 2005-EMX1	76110WQ82	M4	\$5,800,000.00	\$10,800,000.00
RASC 2005-EMX1	76110WR24	M6	\$10,800,000.00	\$10,800,000.00
RASC 2005-EMX1	76110WR40	SB	\$7,210,111.00	\$7,210,111.00
RASC 2005-EMX2	76110W2L9	M5	\$4,175,000.00	\$10,592,000.00
RASC 2005-EMX2	76110W2N5	M7	\$3,800,000.00	\$9,308,000.00
RASC 2005-EMX2	76110W2P0	M8	\$3,500,000.00	\$8,345,000.00
RASC 2005-EMX2	76110W2M7	M6	\$8,950,000.00	\$9,950,000.00
RASC 2005-EMX2	76110W2S4	SB	\$21,510,156.00	\$21,510,156.00
RASC 2005-EMX3	75405MAJ3	M4	\$4,000,000.00	\$12,250,000.00
RASC 2005-EMX4	76110W6A9	M2	\$5,000,000.00	\$18,540,000.00
RASC 2005-KS10	75405WAG7	M3	\$7,614,931.00	\$25,799,000.00
RASC 2005-KS11	76110W7G5	M4	\$6,161,000.00	\$22,080,000.00
RASC 2005-KS11	76110W7D2	M1	\$16,680,000.00	\$49,680,000.00

Deal Name	Cusip	Class	Group Class Sum	Original Class Face
RASC 2005-KS12	753910AG3	M4	\$9,208,000.00	\$20,125,000.00
RASC 2005-KS2	76110WN77	M2	\$10,000,000.00	\$28,875,000.00
RASC 2005-KS3	76110WS64	M6	\$3,481,000.00	\$7,481,000.00
RASC 2005-KS4	76110WU61	M1	\$9,740,000.00	\$20,927,000.00
RASC 2005-KS4	76110WU87	M3	\$6,363,000.00	\$7,873,000.00
RASC 2005-KS8	76110W3U8	M4	\$7,500,000.00	\$21,000,000.00
RASC 2005-KS9	754058AJ4	M6	\$3,750,000.00	\$7,750,000.00
RASC 2006-EMX2	75406AAB5	A2	\$51,000,000.00	\$203,139,000.00
RASC 2006-EMX2	75406AAE9	M2	\$6,375,000.00	\$21,375,000.00
RASC 2006-EMX2	75406AAD1	M1	\$9,085,000.00	\$23,085,000.00
RASC 2006-EMX2	75406AAG4	M4	\$8,115,000.00	\$11,115,000.00
RASC 2006-EMX3	76113ACG4	M6	\$5,000,000.00	\$13,600,000.00
RASC 2006-EMX3	76113ACA7	A3	\$16,260,000.00	\$29,750,000.00
RASC 2006-EMX4	75406DAF0	M2	\$7,500,000.00	\$25,002,000.00
RASC 2006-EMX6	754065AC4	A3	\$37,752,000.00	\$106,095,000.00
RASC 2006-EMX6	754065AD2	A4	\$24,011,000.00	\$39,011,000.00
RASC 2006-EMX8	74924UAL5	M6	\$3,500,000.00	\$12,045,000.00
RASC 2006-EMX8	74924UAH4	M3	\$8,000,000.00	\$16,060,000.00
RASC 2006-EMX9	74924VAL3	M6	\$3,000,000.00	\$11,020,000.00
RASC 2006-KS2	75406BAG2	M3	\$5,000,000.00	\$20,000,000.00
RASC 2006-KS2	75406BAK3	M6	\$5,000,000.00	\$15,500,000.00
RASC 2006-KS2	75406BAH0	M4	\$11,000,000.00	\$18,000,000.00
RASC 2006-KS3	76113ABL4	M1	\$15,000,000.00	\$43,700,000.00
RASC 2006-KS3	76113ABP5	M4	\$8,000,000.00	\$20,700,000.00
RASC 2006-KS4	75406EAE1	M1	\$15,000,000.00	\$26,614,000.00
RASC 2006-KS4	75406EAF8	M2	\$16,000,000.00	\$24,863,000.00
RASC 2006-KS5	75406VAG8	M3	\$4,000,000.00	\$14,350,000.00
RASC 2006-KS5	75406VAH6	M4	\$4,000,000.00	\$12,950,000.00
RASC 2006-KS6	75406WAF8	M2	\$6,508,000.00	\$18,508,000.00
RASC 2006-KS7	75406XAM1	M8	\$2,000,000.00	\$7,700,000.00
RASC 2006-KS7	75406XAE9	M1	\$17,175,000.00	\$21,175,000.00
RASC 2007-KS1	74924SAK2	M6	\$2,250,000.00	\$6,768,000.00
RASC 2007-KS1	74924SAH9	M4	\$3,900,000.00	\$7,826,000.00
RASC 2007-KS1	74924SAC0	A3	\$35,455,000.00	\$79,455,000.00
RASC 2007-KS2	74924WAF4	M1	\$14,374,990.00	\$42,000,000.00
RASC 2007-KS2	74924WAD9	AI4	\$25,000,000.00	\$65,200,000.00

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Deal Name	Cusip	Class	Group Class Sum	Original Class Face
RASC 2007-KS3	74924YAF0	M1S	\$37,181,000.00	\$56,069,000.00
RASC 2007-KS4	74924NAB3	A2	\$11,775,000.00	\$29,400,000.00
RFMS2 2004-HS1	76110VQE1	All	\$63,000,000.00	\$172,125,000.00
RFMS2 2006-HI1	76110VUE6	M8	\$2,877,000.00	\$5,727,000.00
RFMSI 2004-S2	76111XFY4	IA6	\$17,500,000.00	\$17,500,000.00
RFMSI 2004-S3	76111XGT4	M2	\$456,600.00	\$456,600.00
RFMSI 2004-S5	76111XKC6	1AV	\$322,312,635.00	\$322,312,635.00
RFMSI 2004-S6	76111XLY7	2A4	\$1,111,000.00	\$1,111,000.00
RFMSI 2004-S6	76111XMX8	1AV	\$175,743,890.00	\$175,743,890.00
RFMSI 2004-S6	76111XMZ3	2AV	\$196,429,039.00	\$196,429,039.00
RFMSI 2004-S8	76111XPB3	AV	\$311,005,474.00	\$311,005,474.00
RFMSI 2004-S9	76111XQE6	1A2	\$35,700,000.00	\$35,700,000.00
RFMSI 2004-S9	76111XRJ4	1AV	\$518,853,762.00	\$518,853,762.00
RFMSI 2005-S1	76111XSH7	1AV	\$259,777,920.00	\$259,777,920.00
RFMSI 2005-S2	76111XTV5	A6	\$11,600,000.00	\$23,484,000.00
RFMSI 2005-S4	76111XUW1	AV	\$259,355,464.00	\$259,355,464.00
RFMSI 2005-S5	76111XWW9	AP	\$472,373.00	\$472,374.00
RFMSI 2005-S5	76111XWX7	AV	\$258,235,737.00	\$258,235,737.00
RFMSI 2005-S6	76111XXT5	AV	\$412,859,719.00	\$412,859,719.00
RFMSI 2005-S8	76111XC84	AP	\$1,370,905.00	\$1,370,905.00
RFMSI 2005-S9	76111XE82	A8	\$4,486,000.00	\$15,986,000.00
RFMSI 2005-S9	76111XE66	A6	\$32,000,000.00	\$32,000,000.00
RFMSI 2006-S11	74958FAC7	A3	\$2,360,000.00	\$4,643,000.00
RFMSI 2006-S12	74958EAT3	3A10	\$11,625,000.00	\$11,625,000.00
RFMSI 2006-S12	74958EAZ9	3AV	\$364,207,747.00	\$364,207,747.00
RFMSI 2006-S3	76111XN74	A1	\$66,950,000.00	\$76,950,000.00
RFMSI 2006-S4	762010AE6	A5	\$12,000,000.00	\$40,487,000.00
RFMSI 2006-S4	762010AM8	AV	\$153,917,718.00	\$313,917,718.00
RFMSI 2006-S4	762010AG1	A7	\$20,200,000.00	\$30,300,000.00
RFMSI 2006-S7	74958AAM6	AV	\$180,000,000.00	\$469,651,185.00
RFMSI 2006-S8	74957XAC9	A3	\$25,000,000.00	\$25,000,000.00
RFMSI 2006-S8	74957XAG0	A7	\$6,250,000.00	\$6,250,000.00
RFMSI 2006-S8	74957XAD7	A4	\$2,866,667.00	\$2,866,667.00
RFMSI 2006-SA3	749575AD8	2A3	\$26,150,000.00	\$33,150,000.00
RFMSI 2007-S1	749581AL8	A7	\$22,000,000.00	\$82,000,000.00
RFMSI 2007-S2	749583AD2	A4	\$39,000,000.00	\$65,000,000.00

Deal Name	Cusip	Class	Group Class Sum	Original Class Face
RFMSI 2007-S2	749583AA8	A1	\$35,058,000.00	\$35,058,000.00
RFMSI 2007-S3	74958BAK8	1A4	\$20,000,000.00	\$20,000,000.00
RFMSI 2007-S5	749580AA4	A1	\$250,000,000.00	\$250,000,000.00
RFMSI 2007-S6	762009AK4	1A10	\$13,500,000.00	\$43,184,000.00
RFMSI 2007-S6	762009BB3	2A4	\$25,000,000.00	\$50,233,000.00
RFMSI 2007-S9	74958VAB4	1A2	\$1,425,000.00	\$5,400,000.00
RFMSI 2007-SA1	74958WAG1	4A	\$38,604,000.00	\$38,604,000.00
RFSC 2001-RM2	760985FR7	A1	\$35,249,800.00	\$75,249,800.00